



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Will Allen/797-2093

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DISASTER RELIEF FUNDING AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE

REPORT IN BRIEF: This resolution authorizes the Mayor to execute an agreement with the State of Florida, Department of Community Affairs in regard to Hurricane Floyd which occurred in September of 1999. Adoption of this agreement is a requirement to be eligible to receive federal and state funds for relief activities associated with Hurricane Floyd which is also known as FEMA-3143-EM-FL.

The agreement is part of standard procedure for relief related to a Major Disaster Declaration. An agreement concerning Hurricane Irene was adopted by the Town Council at the January 19, 2000 meeting. The agreement requires the Town to work with the Department of Community Affairs toward identifying specific assistance activities on Project Worksheets for the various categories of work associated with hurricane activity. In the case of Hurricane Floyd, the Town did not receive actual damage from the hurricane but incurred costs for emergency protective measures. These activities vary from boarding up windows to staffing evacuation shelters and calling in extra police resources in anticipation of hurricane damages. The Town is working with DCA toward recovering these costs expended by the Town. The agreement names Will Allen, Programs Administrator, as the primary designated agent for the Town and Carol Menke, Deputy Budget and Finance Director, as the alternate designated agent. These persons provide documentation and work with DCA to obtain the reimbursement funding.

The Town has identified over \$36,000 in expenses for personnel and equipment which can be recovered in relation to Hurricane Floyd. All of these costs are considered Category B, Emergency Protective Measures.

FISCAL IMPACT: Not Applicable

Additional Comments: The Town is reimbursed for eligible expenditures made due to Hurricane Floyd.

RECOMMENDATION(S): Motion to approve the Resolution.

Attachments: Resolution
Disaster Relief Funding Agreement
Memorandum from Joseph F. Myers, Governor's Authorized Representative, concerning the Disaster Relief Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A DISASTER RELIEF FUNDING AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF COMMUNITY AFFAIRS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the serious and imminent threat of Hurricane Floyd resulted in the declaration of a State of Emergency by the Governor; and

WHEREAS, Hurricane Floyd caused severe flooding and other extreme weather conditions which had a devastating impact upon Florida; and

WHEREAS, on September 14, 1999 the President of the United States declared an Emergency Declaration for Hurricane Floyd (FEMA-3143-EM-FL) for several counties in Florida including Broward County; and

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has approved Public Assistance emergency support in its Agreement with the State of Florida for these counties; and

WHEREAS, Sections 252.35, 252.36, 252.37, and 252.38, Florida Statutes, authorize the relationship described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the Disaster Relief Funding Agreement between the State of Florida, Department of Community Affairs and the Town of Davie, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The Programs Administrator or his designee shall act in connection with the application for disaster relief and shall provide to the Department of Community Affairs such additional information as may be required.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2000.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2000.

DISASTER RELIEF FUNDING AGREEMENT

DCA AGREEMENT No. 00-RM-bb-11-16-02-028

FEMA PROJECT APPLICATION NO. 011-URD6A-00

This Agreement is between the State of Florida, Department of Community Affairs (Grantee) and, Town of Davie (Subgrantee). This Agreement is based on the existence of the following conditions:

Hurricane Floyd caused severe flooding and other extreme weather conditions beginning on September 14, 1999 and continuing until September 16, 1999 which have had a devastating impact upon the State of Florida.

Because of the danger posed by Hurricane Floyd to the State of Florida, the Governor issued Executive Order No. 99-227, as extended by Executive Orders Nos. 99-228 and 99-236, in which he declared an emergency due to Hurricane Floyd.

At the request of the Governor, on September 14, 1999 the President declared an Emergency Declaration for Hurricane Floyd in FEMA-3143-EM for the counties of Brevard, Broward, Duval, Flagler, Indian River, Martin, Miami-Dade, Nassau, Palm Beach, St. Johns, St. Lucie, and Volusia.

The Federal Emergency Management Agency has approved Public Assistance emergency support for the Grantee in its Agreement with the State of Florida for these counties and others that may be added by Amendments to that Agreement.

The Agreement between the State of Florida and the Federal Emergency Management Agency, governing the use of such funds, requires the State to share the costs eligible for federal assistance.

Chapter 99-226, Fla. Laws, in Specific Appropriation No. 1122, provides that Federal disaster assistance matching requirements shall be shared equally between the State and its subgrantees.

Sections 252.35, 252.36, 252.37, and 252.38 Florida Statutes, authorize the relationship described in this Agreement.

Based upon the existence of the foregoing conditions the parties agree to the following:

1. **DEFINITIONS:** As used in this Agreement, the following terms shall have the following meanings unless otherwise specified:

a. **"Eligible disaster relief activities"**, as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (hereinafter the "Stafford Act"); Title 44 CFR, Part 206, and applicable Federal Emergency Management Agency or State guidance documents.

b. **"FEMA-State Agreement"** shall mean that agreement between FEMA and the State of Florida, for the Hurricane Floyd Emergency Declaration, FEMA-3143-EM-FL and modifications thereto.

c. **"Large Project"** and **"Small Project"** shall be defined as indicated in 44 CFR 206.203(c).

d. **"Permanent Work"** shall be defined as in 44 CFR 206.201(g).

e. **"Emergency Work"** shall be defined as in 44 CFR 206.201(b).

f. "Project" shall be defined as in 44CFR 206.201(i).

2. **APPLICABLE STATUTES, RULES and AGREEMENTS:** The parties agree to be bound by all terms of the FEMA-State Agreement and all applicable state and federal statutes, regulations, guidance and handbooks, including but not limited to those identified in Attachments A and C, and the pertinent implementing regulations and guidance.

3. **FUNDING and INSURANCE:** The Grantee shall provide funds to the Subgrantee for eligible emergency assistance activities for the projects approved by the Grantee and FEMA, specifically described in the Project Worksheet(s) (PW[s]). Allowable costs shall be determined in accordance with 44 CFR §206 and 44 CFR Part 13, and pertinent FEMA guidance documents. Approved PWs shall be transmitted to the Subgrantee and shall cumulatively document the specific amount of funding provided, and the applicable scope(s) of eligible work and eligible costs, under this Agreement. PWs may obligate, or de-obligate funding, thereby revising the total amount of authorized funding. PWs document the total eligible costs and the total Federal share (75%) for all eligible emergency work costs. Contingent upon an appropriation by the Florida Legislature, the Grantee agrees to provide one-half of any non-Federal share (12½% of total eligible costs). As a condition of receipt of this funding, and contingent upon an appropriation by the Florida Legislature where required, the Subgrantee similarly agrees to provide one-half of any non-Federal share (12½% of total eligible costs).

Subgrantee agrees that the Grantee is authorized to withhold funds otherwise payable to Subgrantee, from any agreement administered by the Grantee, upon a determination by the Grantee or FEMA, or any auditor, that funds have been provided to Subgrantee pursuant to this Agreement, or any other disaster relief funding agreement administered by the Grantee, in excess of eligible costs.

The final payment of funds will be made only after project completion, submission of all required documentation, final inspection, and a request for final reimbursement.

Permanent work (Category C through G) is not eligible for reimbursement under this agreement.

4. DUPLICATION OF BENEFITS PROHIBITION: In accordance with the provisions of Section 312 of the Stafford Act, duplication of benefits is prohibited. The Subgrantee shall notify the Grantee, as soon as practicable, of the existence of any insurance coverage for the damage identified on the PW, and of any entitlement or recovery to payments from any other source, for the projects described in the PW(s). Eligible costs shall be reduced by the amount of duplicate sources available. The Subgrantee shall be liable to the Grantee to the extent that the Subgrantee receives duplicate benefits from another source for the same purposes for which the Subgrantee has received payment from the Grantee. The Subgrantee shall immediately remit to the Grantee any duplication of benefits payment received by the Subgrantee. In the event the Grantee determines a duplication of

benefits has occurred, the Subgrantee hereby authorizes the Grantee or the Comptroller of the State of Florida to take offset action against any other available funding due the Subgrantee. The Comptroller is authorized to pay such offset to the Grantee upon written notice from the Grantee.

5. COMPLIANCE WITH ENVIRONMENTAL, PLANNING AND PERMITTING LAWS: The Subgrantee shall be responsible for implementation and completion of the approved projects described in the PW(s) in a manner satisfactory to the Grantee, and in accordance with applicable federal, state, and local statutes, regulations, plans, and policies. Any development authorized by, any development order issued by, any permit issued by, or any development activity undertaken by, the Subgrantee, and any land use permitted by or engaged in by the Subgrantee, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Subgrantee shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the pertinent Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, and any Federal, State or local environmental or land use authority, where required.

In addition, Subgrantee shall comply with other federal and state environmental laws, statutes, regulations, and guidance including, but are not limited to, those identified in Attachments A and C.

Subgrantee further agrees to provide and maintain competent and adequate engineering or other supervision at all construction or work sites to ensure that the complete work conforms with the approved plans, specifications, and Project worksheet scope of work.

6. REQUIRED DOCUMENTATION; REVIEW/INSPECTION: The Subgrantee shall create and maintain acceptable documentation of work performed and costs incurred with respect to each project identified in connection with a PW. Failure to create and maintain proper documentation will result in the disallowance of funding, and require the refund of funds previously reimbursed or advanced, including an interest penalty. For all Large projects, the Subgrantee shall submit: (a) a request for reimbursement of actual costs (see Attachment D); (b) a Summary of Documentation (See Attachment E) which shall be supported by, but not attached, all appropriate backup documentation (e.g. invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.); and (c) a request for a final inspection. For all projects the Subgrantee shall certify, on the P.4 Project Listing, that all work and costs claimed are eligible in accordance with the Grant conditions, that all work claimed has

been completed, and all costs claimed have been paid in full. The Subgrantee shall also enter the date the work was completed and the amount claimed for each PW on the Project Listing. The Grantee will inspect Small Projects on a random basis. The Grantee will schedule and perform the final inspections on Large Projects, and review the Project Listing for Small Projects or inspect the project, to ensure that the work was performed within the scope of work delineated on the PW(s). Costs of any work not performed within the approved scope of work shall not be eligible for funding

7. COST SHARING: The disaster relief funds for eligible costs indicated on the PW(s) and described in this Agreement shall be shared in accordance with the cost sharing provisions established in the Stafford Act, the FEMA-State Agreement, and Chapter 99-226, Laws of Florida, Specific Appropriation 1122. PW(s) document the total eligible costs and the total Federal share (75%) of those costs. The Grantee agrees to provide one-half of the non-Federal share (12½% of total eligible costs). As a condition of receipt of this funding, the Subgrantee similarly agrees to provide one-half of the non-Federal share (12½% of total eligible costs). Administrative costs which according to the schedule are in addition to and not part of the PW(s) eligible costs, and are otherwise eligible under 44 CFR 206.228 and involve no required match, will be funded by FEMA.

8. PAYMENT OF CLAIMS:

a. Small Projects: The Grantee shall make payment to

the Subgrantee of the Federal share of the actual eligible costs as soon as practicable after execution of this Agreement and receipt from FEMA of the pertinent approved PW(s).

b. **Large Projects:** The payments for Large Projects will be on a cost reimbursement basis and subject to receipt of the following: (1) a Request For Advance or Reimbursement Form (See Attachment D); (2) a Summary of Documentation Form, (See Attachment E) listing the PW number, identifying the audit ready documentation that exists to support the payment request, identifying the dollar amounts of each eligible cost, and identifying the Subgrantee's own internal reference number (voucher, warrant, purchase order, etc.); and (3) a letter providing a brief synopsis of the request, and certifying that the reported costs were incurred in the performance of eligible work.

c. **Advances:** This Subgrantee may, at the discretion of the Grantee, be paid an advance of funds, provided that the Subgrantee: (1) demonstrates and maintains the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement; (2) submits budget data on which the request is based; (3) submits a justification statement explaining the necessity for and proposed use of the funds, and specification of the amount requested; and (4) submits a completed Request for Advance or Reimbursement Form. After any advance, and in the event no advance is provided, all payments shall be on a cost reimbursement basis.

Subgrantees shall promptly, but at least quarterly, remit interest earned on advances (if any) to the Grantee for remittance to FEMA.

d. Improved Projects: If the Subgrantee desires to make improvements, but still restore the pre-disaster function of the damaged facility in accordance with 44 CFR 206.203, the Subgrantee must obtain prior approval from the Grantee.

e. Alternate Projects: In any case in which the Subgrantee determines that the public welfare would not be best served by restoring a damaged public facility, or function of that facility, the Subgrantee may request that the Grantee and FEMA approve, in advance of performing any work, an alternate project in accordance with 44 CFR 206.203.

f. Withholding of Funds: The Grantee may, in its sole discretion, withhold a percentage of funding (up to 12.5% of total project funding, the full non-federal share paid by the State) provided under this Agreement in order to protect against subsequent adverse determinations by FEMA regarding previously authorized or disbursed grant funds.

9. FINAL PAYMENT: The final payment will be made only after completion of all projects, submission of all required documentation, receipt and review of P.4 Project Listing, completion of random inspection of Small Projects (as determined by Grantee), final inspection (Large Projects), and a request for final reimbursement.

10. RECORDS MAINTENANCE: The Subgrantee agrees to maintain

all records pertaining to the projects described in the PW(s) and the funds received under this Agreement until all issues relating to the inspection and final audit have been completed, and any action or resolution of outstanding issues have been completed. In no event will such records be maintained for a period of less than three (3) years from the date of the final payment under this Agreement. Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Grantee, its employees and agents, and to FEMA, its employees and agents.

11. RECOVERY OF FUNDS: If the final inspection, audit, or other review by FEMA, the State, or any other authorized entity determines that payment made under this Agreement exceeds the amount of actual eligible costs, the Subgrantee shall, within forty-five (45) days of receipt of the determination notice, repay the Grantee the amount determined to be in excess of the actual costs.

12. AUDIT:

a. Subgrantees shall submit an Audit of Agreement Compliance to the Grantee as provided herein. If the Subgrantee expends \$300,000 or more in Federal awards in its fiscal year, then the Subgrantee shall have an audit conducted. This audit will be performed by an independent Certified Public Accountant or other entity independent of the Subgrantee in accordance with the standards of the Comptroller General as specified in the General Accounting Office Standards for Audit of Governmental

Organizations, Programs, Activities and Functions, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. The agreement number of this grant must be identified with the audit submitted. Such audit shall also comply with the requirements of Sections 11.45, 216.349, and 216.3491, Florida Statutes and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, as amended, 31 USC 7501 through 7507, and OMB Circular A-133, as revised June 24, 1997, or thereafter. If the Subgrantee is a private non-profit organization, it shall submit an organization-wide audit. All audits are due not later than seven (7) months after the termination of the entity's fiscal year. If the Subgrantee expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133 is not required, but an audit may otherwise be required under Section 216.3491, Florida Statutes, and rules adopted pursuant thereto.

b. The Grantee may require the Subgrantee to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of the Subgrantee's internal controls, fiscal data, and management systems established to safeguard the Subgrantee's assets and to ensure compliance with this Agreement.

c. If this Agreement is closed out without an audit, the Grantee reserves the right to recover any disallowed costs identified in an audit after such close-out.

13. NONCOMPLIANCE: If the Subgrantee violates any of the conditions of disaster relief assistance under the Robert T. Stafford Act of 1988, Public Law 93-288 as amended by Public Law 100-707, the FEMA-State Agreement, this Agreement, or applicable state law or applicable state or federal regulations, including those noted herein, additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected, or the Grantee may take any other action that is legally available.

14. NONDISCRIMINATION/CONTRACTORS: The Subgrantee shall maintain an active program of nondiscrimination in disaster assistance as outlined in 44 CFR, Parts 7 and 16, and 44 CFR Section 206.11. The Subgrantee shall comply with federal regulations concerning the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, as provided in 44 CFR Part 17.

15. MODIFICATION: Either party may request modifications to this Agreement, except for scope of work to be completed on the PW(s) and the time limitations for performance of the work which are subject to modification in accordance with separate procedures governed by FEMA regulation. Modifications to the terms and conditions of this Agreement shall be proposed in writing by either party and become effective only upon execution

by both parties. Modifications to any PW or the time for performance of eligible work shall be requested through the Grantee, approved solely at the discretion of FEMA and shall be reflected in a supplemental PW or time extension approval. Modifications to a PW shall not be reflected in a modification to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria for completion is due to events beyond the control of the Subgrantee.

16. TIME FOR PERFORMANCE: All activities funded under this Agreement shall be timely performed and completed. In accordance with 44 CFR 206.204, and subject to any approved extension by the Governor's Authorized Representative (GAR) or the Federal Regional Director, the term for performance of debris clearance or emergency work is six (6) months from the date of the declaration of a major disaster or emergency. Permanent (restoration) work must be completed within eighteen (18) months of the date of the Presidential Declaration of a major disaster. Time extensions may be granted on an individual basis, in accordance with 44 CFR 206.204. If any extension request is denied, the Subgrantee may be reimbursed for eligible project costs incurred up to the latest approved completion date. Failure to complete the project will result in the denial of funding for that project.

17. **CONTRACTS WITH OTHERS:** If a Subgrantee contracts with any other entity (herein after "contractor") for performance of any of the work required under this Agreement, the Subgrantee agrees to include in the contract that the contractor is bound by the terms and conditions of this Agreement with the Grantee, and to provide the contractor with a copy of this Agreement. The Subgrantee further agrees to include in the contract that the contractor shall hold the Subgrantee and the Grantee harmless against all claims of whatever nature arising out of the performance of the work by the contractor under the contract. To the extent that the Subgrantee has outstanding, uncompleted, contracts for work for which reimbursement will be requested under this Agreement, Subgrantee agrees to use its best efforts to modify said contracts in accordance with this paragraph.

18. **TERMINATION:** Either party may request termination of this Agreement, in writing, delivered in person, or by certified mail, to the party's representative who executes this Agreement. Said termination may be accomplished by mutual agreement of the parties, effective thirty (30) days after an executed modification to effect termination.

19. LIABILITY:

(a) The Grantee assumes no liability whatsoever to third parties as a result of this Agreement. Unless the Subgrantee is a State agency or subdivision as defined in Section 768.28, Florida Statutes, the Subgrantee shall be solely responsible to parties with whom it shall deal in carrying out the terms of this

Agreement, and shall indemnify and save the Grantee and the State of Florida harmless against all claims, suits, liabilities and damages, of whatever nature, arising out of the performance of activities funded or contemplated under this Agreement. For purposes of this Agreement, Subgrantee agrees that it is not an employee or agent of the Grantee but is an independent contractor.

(b) Any Subgrantee which is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subgrantee to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of the performance of this Agreement.

(c) Subgrantee represents and warrants that hazardous and toxic materials, if present at any locations where the scope(s) of work will be performed, are at levels within regulatory limits and do not trigger action required by Federal, State or local laws or regulations. Subgrantee further represents and warrants that household hazardous waste meeting the definition set forth in 40 CFR shall be handled in a manner which meets all Federal, State and local laws and regulations. Subgrantee further represents and warrants that the presence of any condition(s) or

material(s) on site, which is subject to Federal, State or local laws and regulations (including but not limited to: above ground or underground storage tanks or vessels, asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals, and septic tanks), shall be handled and disposed of in accordance with the pertinent requirements.

20. REPORTS: The Subgrantee shall provide quarterly progress reports to the Grantee, using the attached Quarterly Report Form, Attachment F. Refer to the "Quarterly Report Schedule and Instructions" (Attachment G) for the due date of the first report. Reports are due quarterly thereafter until the work has been completed and approved through final inspection. Reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the Subgrantee prior to the final inspection and may be required by the Grantee based on information supplied in the quarterly reports. The Grantee may require additional reports as needed. The Subgrantee shall, as soon as possible, provide any additional reports requested by the Grantee. The Grantee contact will be the State Public Assistance officer for all reports and requests for reimbursement.

21. **STANDARD CONDITIONS:** The Subgrantee further agrees to be bound by the following standard conditions:

a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, or the provision of funding to the Grantee pursuant to Section 252.37, Florida Statutes.

b. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre- and post- audit thereof.

c. The Grantee may unilaterally cancel this Agreement for refusal by the Subgrantee or its contractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Subgrantee or its subcontractor in conjunction with this Agreement. It is expressly understood that substantial evidence of the Subgrantee's or their contractor's refusal to comply with this provision shall constitute a breach of contract, and constitute grounds for termination.

d. Pursuant to Section 216.347, Florida Statutes, and applicable federal law, the Subgrantee agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature, state agency employees, Members of Congress, officers or employees of Congress, or an employee of a Member of Congress in connection with the awarding of this Agreement or any amendments or modifications of this Agreement.

e. The Subgrantee certifies with respect to this

Agreement that it possesses the legal authority to receive the funds.

f. The Subgrantee shall comply with any Statement of Assurance attached hereto, which shall be incorporated herein. The Subgrantee acknowledges that the responsibility for complying with the approved subgrant award rests with the recipient Subgrantee and acknowledges that failure to do so constitutes grounds for the rescission or suspension of this subgrant and may influence future subgrant awards.

g. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Grantee shall consider the employment by any Subgrantee or contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Grantee.

h. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real

property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

22. **TERM:** This Agreement shall begin upon the date last signed and shall end upon receipt of official closing documentation from FEMA unless terminated earlier in accordance with the provisions of this Agreement. Subgrantee agrees to promptly commence and to expeditiously complete the scope of work identified herein. All emergency work, Categories A and B, must be completed within 6 months of the date of declaration, or by March 22, 2000. Permanent work, Categories C through G, is not authorized under the provisions of this agreement.

23. **NOTICE AND CONTACT:** All notices under this Agreement shall be in writing, delivered either by hand delivery or certified mail to the representative and address below:

FOR THE GRANTEE:

Joseph F. Myers, GAR
State Public Assistance
2555 Shumard Oak Blvd
Tallahassee, Florida 32399-2100

FOR THE SUBGRANTEE:

William Allen
Programs Administrator
6591 Orange Drive
Davie, Florida 33314

24. DEFAULT; REMEDIES; TERMINATION

a. If any of the following events occur ("Events of Default"), all obligations on the part of the Grantee to make any further payment of funds hereunder shall, if the Grantee so elects, terminate, and the Grantee may at its option exercise any of its remedies set forth herein, but the Grantee may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Subgrantee in this Agreement or any previous Agreement with the Grantee shall at any time be false or misleading in any respect, or if the Subgrantee shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Grantee and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Subgrantee at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Grantee, and the Subgrantee fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Grantee;

3. If any reports required by this Agreement have

not been submitted to the Grantee or have been submitted with incorrect, incomplete or insufficient information; or

4. If the necessary funds are not available to fund this agreement as a result of action by Congress, the Legislature, the Office of the Comptroller or the Office of Management and Budget.

b. Upon the happening of an Event of Default, then the Grantee may, at its option, upon written notice to the Subgrantee and upon the Subgrantee's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Grantee from pursuing any other remedies contained herein or otherwise provided at law or in equity;

1. Terminate this Agreement, provided that the Subgrantee is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (23) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information

from the Subgrantee to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subgrantee to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Subgrantee to reimburse the Grantee for the amount of costs incurred for any items determined to be ineligible; and

5. Exercise any other rights or remedies which may be otherwise available under law.

c. The Grantee may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misrepresentation in the grant application; misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Subgrantee to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.

d. Suspension or termination constitutes final Grantee action under Chapter 120, FS, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames. However, any deobligation of funds or any other determination made by FEMA shall be addressed as provided in 44 CFR 206.206.

e. The Subgrantee shall return funds to the Grantee if

found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

f. Notwithstanding the above, the Subgrantee shall not be relieved of liability to the Grantee by virtue of any breach of Agreement by the Subgrantee. The Grantee may, to the extent authorized by law, withhold any payments to the Subgrantee for purpose of set-off until such time as the exact amount of damages due the Grantee from the Subgrantee is determined. In the event the FEMA deobligates funds previously authorized under this Agreement, or under any other FEMA funded agreement administered by the Division, then Subgrantee shall immediately repay said funds to the Grantee. If Subgrantee fails to repay said funds, then Subgrantee authorizes the Grantee to recoup said funds from funding otherwise available under this Agreement or under any other grant Agreement with Subgrantee administered by the Grantee.

25. ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully herein.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

c. This Agreement has the following attachments:

Attachment A	Program Statutes and Regulations
Attachment B	Lobbying Prohibition/Certification
Attachment C	Statement of Assurances
Attachment D	Request for Advance or Reimbursement

found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

f. Notwithstanding the above, the Subgrantee shall not be relieved of liability to the Grantee by virtue of any breach of Agreement by the Subgrantee. The Grantee may, to the extent authorized by law, withhold any payments to the Subgrantee for purpose of set-off until such time as the exact amount of damages due the Grantee from the Subgrantee is determined. In the event the FEMA deobligates funds previously authorized under this Agreement, or under any other FEMA funded agreement administered by the Division, then Subgrantee shall immediately repay said funds to the Grantee. If Subgrantee fails to repay said funds, then Subgrantee authorizes the Grantee to recoup said funds from funding otherwise available under this Agreement or under any other grant Agreement with Subgrantee administered by the Grantee.

25. ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully herein.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

c. This Agreement has the following attachments:

Attachment A	Program Statutes and Regulations
Attachment B	Lobbying Prohibition/Certification
Attachment C	Statement of Assurances
Attachment D	Request for Advance or Reimbursement

Attachment E Summary of Documentation
Attachment F Florida Public Assistance Quarterly
Report
Attachment G Quarterly Report Schedule and
Instructions

26. DESIGNATED AGENT: The Subgrantee hereby authorizes:

William Allen as its primary designated agent,
and Carol Menke as its alternate designated
agent, to execute Requests for Reimbursement, necessary
certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Grantee and Subgrantee have executed
this Agreement;

FOR THE SUBGRANTEE:

Town of Davie

By: _____
(Signature)

Harry Venis
(Print or Type Name)

Mayor
(Title)

(Date)

Subgrantee's Federal
Employer Identification No.

596-04-6527

FOR THE GRANTEE:

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
(Signature)

Joseph F. Myers
(Print or Type Name)

Governor's Authorized Representative
(Title)

(Date)

Federal Domestic Assistance #83.544

ATTACHMENT A

PROGRAM STATUTES AND REGULATIONS

The parties to this Agreement and the Public Assistance and Fire Suppression Grant Programs are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et seq;
- (2) 44 CFR parts 6, 7, 9, 10, 13, 14, 16, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda, handbooks and guidance documents;
- (3) State of Florida Administrative Plan for the Public Assistance Grant Program; and
- (4) All applicable laws and regulations delineated in Attachment C of this Agreement.

ATTACHMENT B
LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Harry Venis, Mayor
Signature _____ Typed Name and Title _____

ATTACHMENT C
STATEMENT OF ASSURANCES

The Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the disaster relief funding agreement with the Grantee, including all understandings and assurances contained therein, and directing and authorizing the Subgrantee's chief executive officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the Subgrantee or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Subgrantee shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above;
- (d) All Subgrantee contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Subgrantee for eligible contract work completed prior to the date the notice of suspension of funding was received by the Subgrantee. Any cost incurred after a notice of suspension or termination is received by the Subgrantee may not be funded with funds provided under this Agreement unless previously approved in writing by the Grantee. All Subgrantee contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

- (e) It will comply with:
- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

- (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications;
- (h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and section 112.3135, FS;
- (i) It will comply with the Anti-kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (f/k/a the Hatch Act) which limits the political activity of employees;
- (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

- (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C., 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and
 - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Department of Community Affairs and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.
 - (4) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800.2(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation

and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recordation measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- (5) Subgrantee agrees to notify FEMA and the Department if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, the Subgrantee will develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO

object, Subgrantee shall not proceed with the project until the objection is resolved.

- (6) Subgrantee shall notify the Department and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental PW or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subgrantee acknowledges that FEMA may require Subgrantee to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
- (7) Subgrantee acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 USC 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 USC 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- (s) It will comply with the Animal Laboratory Welfare Act of 1966, 7 USC 2131-2159;
- (t) It will comply with the Civil Rights Act of 1968, Title VI and VIII, 42 USC 2000c and 42 USC 3601-3619.
- (u) It will comply with the Clean Air Act of 1970, as amended, 42 USC 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 USC 7419-7626;
- (w) It will comply with the Davis-Bacon Act, 40 USC 276a;
- (x) It will comply with the Endangered Species Act of 1973, 16 USC 1531-1544;
- (y) It will comply with the Intergovernmental Personnel Act of 1970, 42 USC 4728-4763;
- (z) It will comply with the National Historic Preservation Act of 1966, 16 USC 270;
- (aa) It will comply with the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (bb) It will comply with the Preservation of Archeological and Historical Data Act of 1966, 16 USC 469a, et seq;
- (cc) It will comply with the Rehabilitation Act of 1973, Section 504, 29 USC 794;
- (dd) It will comply with the Safe Drinking Water Act of 1974, 42 USC 300f-300j;
- (ee) It will comply with the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 USC 4621-4638;
- (ff) It will comply with the Wild and Scenic Rivers Act of 1968, 16 USC 1271-1287; and
- (gg) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands); and EO 12848 (Environmental Justice).

- (hh) It will comply with the Coastal Barrier Resources Act of 1977, 16 USC 3510.
- (ii) It will comply with the Coastal Zone Management Act of 1972, 16 USC 1451-1464.
- (jj) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 USC 661-666.
- (kk) With respect to demolition activities, it will:
1. Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 2. Return the property to its natural state as though no improvements had ever been contained there on.
 3. Furnish documentation of all qualified personnel, licences and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U. S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 5. Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
 6. Leave the demolished site clean, level and free of debris.
 7. Notify the Department promptly of any unusual existing condition which hampers the contractors work.
 8. Obtain all required permits.
 9. Provide addresses and marked maps for each site where water wells or septic tanks are to be closed along with the number of wells located on each site.
 10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94 - 163).

11. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.

ATTACHMENT D

**FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

Request for Advance or Reimbursement for Public Assistance Funds

SUBGRANTEE NAME: _____ DEC NO: _____

ADDRESS: _____ PA ID NO: _____

PAYMENT NO: _____ DCA AGREEMENT NO: _____

	DSR ELIGIBLE AMOUNT	PREVIOUS PAYMENTS	CURRENT REQUEST	DCA USE ONLY	
				APPROVED FOR PAYMENT	COMMENTS
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					
DSR# _____ CATEGORY _____ % COMPLETE _____					

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE _____

NAME AND TITLE _____ DATE: _____

TO BE COMPLETED BY DEPARTMENT OF COMMUNITY AFFAIRS (DCA)	
APPROVED FOR PAYMENT \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE _____
ADMINISTRATIVE COST \$ _____	
TOTAL PAYMENT \$ _____	

ATTACHMENT E

FLORIDA DIVISION OF EMERGENCY MANAGEMENT SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK

Subgrantee: _____ Disaster No. _____

DCA Agreement No. _____ Project Application No. _____

Applicant's Reference No. (Warrent, Voucher, Claim or Schedule No.)	Delivery Date of articles or performance services.	<u>DOCUMENTATION</u> List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs (\$\$)
TOTAL			
TOTAL			

ATTACHMENT G
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
QUARTERLY REPORT SCHEDULE AND INSTRUCTIONS

Quarterly Progress Reports are required by the Disaster Funding Agreements for all subgrantees until all their Project Worksheets (PWs, formerly Damage Survey Reports (DSRs)), are completed. Subgrantee reports are reviewed by the Grants Manager, then consolidated by disaster event (declaration number) and forwarded to FEMA Region IV as required by the FEMA/State Agreement for each disaster. The State reports are due to FEMA Region IV thirty (30) days after the end of the reporting quarter. Reporting quarters and submission dates are listed below for your information and compliance.

<u>QUARTERS</u>	<u>DUE TO STATE BY</u>	<u>STATE SUBMISSION TO FEMA</u>
January-March	April 15 th (or 1 st work day after)	Not Later Than -April 30 th
April-June	June 15 th (or 1 st work day after)	Not Later Than-July 31 st
July-September	October 15 th (or 1 st work day after)	Not Later Than- October 31 st
October-December	January 15 th (or 1 st work day after)	Not Later Than-January 31 st

Subgrantees involved in their "first" or a "new" disaster grant will be advised of the date required for the submission of their first Quarterly Report for that disaster. All subsequent Quarterly Report submissions will follow the schedule outlined above.

Subgrantees involved in more than one open disaster grant must submit separate reports for each disaster that has outstanding DSR projects. Please be aware, the Department will withhold payment of any disaster funds due if the report is not submitted on time.

Subgrantees should contact their Grants Manager for guidance in preparing their "first" Quarterly Progress Report for any disaster. If you have any question, contact your Grants Manager.

JFM/js



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Helping Floridians create safe, vibrant, sustainable communities"

JEB BUSH
Governor

STEVEN M. SEIBERT
Secretary

MEMORANDUM

TO: Applicants for Hurricane Floyd Assistance

FROM: Joseph F. Myers, Governor's Authorized Representative

SUBJECT: **Disaster Relief Funding Agreement**

Enclosed are three original Disaster Relief Funding Agreements for Federal and State assistance for Hurricane Floyd. These funding agreements will provide funds for eligible disaster relief activities specifically described in approved Project Worksheets (PWs).

The fifth and sixth digits in the funding agreement number represents DCA's funding identification and has been left blank pending budget authority approval by the Legislature. Upon budget approval, these two digits will be inserted to complete the funding agreement number.

Please insert the requested information within the funding agreement, sign all three copies according to the attached instructions and return to me for signature. One fully executed original funding agreement with a complete funding agreement number will be returned for your file.

If you or your attorneys have any specific legal questions on the Disaster Relief Funding Agreement, please contact Al Bragg of Legal Services at (850) 488-0410. If you have any general questions about the Agreement, need technical assistance or further information about the public assistance program, please call John Tatum, Grants Specialist Supervisor at (850) 487-2032.

JFM/jtf

Attachment

H:\jfm\FIREMEMO0300.apd

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781
Internet address: <http://www.state.fl.us/comaff/>

FLORIDA KEYS
Area of Critical State Concern Field Office
3796 Overseas Highway, Suite 212
Marathon, Florida 33650-2227

GREEN SWAMP
Area of Critical State Concern Field Office
205 East Main Street, Suite 104
Bartow, Florida 33830-4641

INSTRUCTIONS FOR HURRICANE FLOYD AGREEMENTS

Page 1 of 2

Please fill in the information below on all three of the attached original Disaster Relief Funding Agreements.

1. Verify that the correct legal title of your organization is entered in the first paragraph of page 1, the title is **underlined in bold**. If the correct legal title is not shown, write the correct legal title in the margin and we will make necessary changes prior to our execution.
2. Print or type the name and title of the authorized agent with the address where the State will send official notices and payments under the Agreement (page 19, paragraph 23). The authorized agent (also referred to as the Primary Agent) is the person responsible for:
 - A. Signing all official documentation sent to us (request for payment, time extension requests, certification of Project Listings, etc.).
 - B. Ensuring documentation is available for Final Inspection and audit.
3. Designate a Primary and Alternate Agent (on page 24, paragraph 26). The Primary Agent was discussed in 2 above. The Alternate Agent will perform the duties of the Primary Agent in his/her temporary absence. Should the Primary Agent be permanently absent from your organization, the person currently in the position to sign the Funding Agreement, discussed in paragraph 4 below, will need to send a letter to the State identifying a new Primary Agent.
4. Under "FOR THE SUBGRANTEE:" (page 24), print or type your organization's name, the name and title of the person signing the agreement and your Employer's Identification Number (EIN). **Signature Authority:** The person signing the Agreement should be the chief executive official for your organization: Mayor for cities and towns; Chairman of the Board of County Commissioners for counties; Chief Executive Officer of private nonprofit organizations; Agency Head or Secretary of State departments. If someone else signs, please attach the documentation confirming their signature authority when you return the three original Agreements. Documentation stating delegation of authority should be one of the appropriate examples listed below:
 - A. For counties, a board resolution or meeting minutes confirming the signature authority.
 - B. For cities, a city commission resolution, meeting minutes, or a copy of the page(s) from the city charter authorizing the signature.
 - C. For private nonprofit organizations, a copy of the page from your charter specifying the position authorized to sign contracts, a board resolution or meeting minutes authorizing signature.

Instructions for Hurricane Floyd
Disaster Relief Funding Agreement

Page 2 of 2

-
- D. For State Agencies delegation of authority signed by the Secretary or Agency Head.
5. The same person signing the Funding Agreement per paragraph 4 above, must sign Attachment B, "Lobbying Prohibition."
6. All three originals of the Agreement (page 24) and the three Attachment Bs must be signed (a total of six signatures).
7. Return **all three copies** of the agreement with original signatures for execution to:

Joseph F. Myers
Governor's Authorized Representative
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Mark the package for the Attention of "Public Assistance Program, Hurricane Floyd."

All official correspondence should go to the above address. Always include in your letter's subject block the FEMA-3143-EM-FL or FEMA-1300-DR-FL number, the FEMA Project Application (P.A.Id or FIPS) number shown on the third line of page 1 of your Disaster Relief Funding Agreement and the subject matter of your letter (i.e. Funding Agreement, Request for Reimbursement, Request for Time Extension, Request for Final Inspection).

Your cover letter returning the three Disaster Relief Funding Agreements should identify the phone and fax numbers of your Primary and Alternate Agent.